

A. JOHN DAVIS, III
FREDERICK M. MACDONALD
ROBERT S. THOMPSON, III
ANGELA L. FRANKLIN
WILLIAM E. WARD
SHAWN T. WELCH
RELMA M. MILLER
MATTHEW L. CROCKETT

LAW OFFICES
PRUITT GUSHEE
A PROFESSIONAL CORPORATION
Suite 1800 Beneficial Life Tower
Salt Lake City, Utah 84111-1495
(801) 531-8446
Telecopier (801) 531-8468
e-mail: mail@pruittgushee.com

SENIOR COUNSEL
ROBERT G. PRUITT, JR.
OLIVER W. GUSHEE, JR.
OF COUNSEL
ROBERT G. PRUITT, III
ROBERT H. LOVELL

TELECOPIER TRANSMITTAL COVER SHEET

*Please file
M/047/002*

TO: *Paul Baker*

DATE:

COMPANY: *DOG M*

TELECOPIER NUMBER:

359-3940

CITY/STATE:

PAGES (INCLUDING COVER SHEET): *14*

FROM:

Matt Crockett

CLIENT/MATTER NUMBER:

1807.02

MESSAGE:

Paul-

I omitted the lengthy property descriptions from the Alameda Warranty deed but can supply them if need be. The "mother" right is 49-370. The special service district has permission to use order 49-1545 and 49-1546.

RECEIVED

JUL 09 2004

DIV. OF OIL, GAS & MINING

Please call if you need additional information

Matt

RECEIVED

MAY 10 1994

WATER RIGHTS
SALT LAKE

RECEIVED

FEB 10 1994

DIVISION OF WATER RIGHTS
VERNAL, UTAH

ASSIGNMENT OF WATER RIGHT.

For valuable consideration, Geokinetics, Inc.
as assignor(s) hereby assign(s) Water Right Number 49-370 (54859) and all
water rights evidenced thereby to the following assignee(s) for the following
amounts:

New owner(s) Assignee(s) Name and Address (Indicate if Joint Tenants)	Quantity of Flow Uses Assigned to New Owner	Quantity of Flow And Uses Retained by Old Owner (if any)
<u>5+H Ranches, Inc.</u>	<u>ALL</u>	<u>NONE</u>
<u>HCR Box 56A</u>		
<u>NEOLA, UTAH 84053</u>		

Dated this 19 day of NOVEMBER, 1993

GEOKINETICS INC
present owner(s) (assignor)

GEOKINETICS INC
present owner (assignor)

STATE OF UTAH
County of SALT LAKE } ss.

The foregoing instrument was acknowledged this 19 day of NOVEMBER
1993 by MITCHELL A. LEKAS, PRESIDENT, GEOKINETICS INC
(present owner(s) and title or representative capacity, if any)

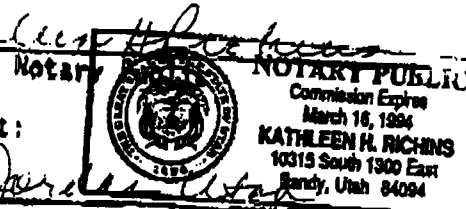
(SEAL)

Commission Expires:

3-16, 1994

Residing at:

So Jordan, Utah



NOTE: If several parties are being assigned the water right, it is suggested
that one person be appointed power of attorney to handle processing of the
water right.
If this is an Exchange or Change Application, documentation for the
right evidence by must be attached.

Form 968

Page No. _____

TITLE ABSTRACT SHEET FOR WATER RIGHT NO. 49-370 (A-54859)Total Amount in Right (Ac.-Ft., Uses, &/or CFS): 2.033

NOTICE:

No agency of the State of Utah warrants or guarantees title to certain water rights. The State Engineer's Office serves only as an office of public record. The water right information provided here reflects that which has been filed with the State Engineer's Office by the public. If an opinion of title assurance is desired, an attorney or other qualified professional should be retained.

Assignment ☒ Warranty Deed _____ Quitclaim Deed _____ Sheriff's Deed _____
Decree (Court Name and Case No.): Distribution (Probate) _____
Divorce _____ Bankruptcy _____
Quiet Title _____ Adjudication _____
Death Certification (If Joint Tenant) _____ Other: _____
Date Signed 11/19/93 Date Recorded _____/_____/_____
Date Rec'd _____/_____/_____
File Changed _____/_____/_____ Title Work Processed By _____
Grantor Geokinetics, Inc. Database Changed 05/06/94 By ADW
Grantee(s) S & H Ranches, Inc. Amount Retained None
HCR Box 568 Amount Received All
Address Deer, UT 84053
Mailing Address (If Different) _____
Remarks Ch Gary Sprague, President

Assignment _____ Warranty Deed _____ Quitclaim Deed _____ Sheriff's Deed _____
Decree (Court Name and Case No.): Distribution (Probate) _____
Divorce _____ Bankruptcy _____
Quiet Title _____ Adjudication _____
Death Certification (If Joint Tenant) _____ Other: _____
Date Signed _____/_____/_____
Date Rec'd _____/_____/_____
File Changed _____/_____/_____ Date Recorded _____/_____/_____
Title Work Processed By _____ Recorder's # _____
Grantor _____ By _____ Database Changed _____/_____/_____
Grantee(s) _____ Amount Retained _____
Amount Received _____
Address _____
Mailing Address (If Different) _____
Remarks _____

Assignment _____ Warranty Deed _____ Quitclaim Deed _____ Sheriff's Deed _____
Decree (Court Name and Case No.): Distribution (Probate) _____
Divorce _____ Bankruptcy _____
Quiet Title _____ Adjudication _____
Death Certification (If Joint Tenant) _____ Other: _____
Date Signed _____/_____/_____
Date Rec'd _____/_____/_____
File Changed _____/_____/_____ Date Recorded _____/_____/_____
Title Work Processed By _____ Recorder's # _____
Grantor _____ By _____ Database Changed _____/_____/_____
Grantee(s) _____ Amount Retained _____
Amount Received _____
Address _____
Mailing Address (If Different) _____
Remarks _____

Abstract

RECEIVED

OCT 27 1994

WATER RIGHTS
SALT LAKE

5	INITIALS
3	ABSTRACT
4	COMPUTER
	INDEX

WHEN RECORDED, RETURN TO:

SNELL & WILMER
111 East Broadway, Suite 900
Salt Lake City, Utah 84111
Attention: Greg R. Nielsen

ENTRY 94005990
Book 581 Page 647-65/166.00
27-SEP-94 04:28
RANDY SIMMONS
RECORDER, UTAH COUNTY, UTAH
TOWN AND COUNTRY TITLE COMPANY
P O BOX 1530 VERNAL UT 84078
Reg By: PAT ABPLANALP, DEPU
ENTRY 94005990
Book 581 PAGE 64

WARRANTY DEED UINTAH COUNTY LAND

S & H RANCHES, INC., a Utah corporation, ("Grantor"), of HC 66 Box 56A, Neola, Utah 84053, for the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, hereby CONVEYS AND WARRANTS to ~~ALAMEDA CORPORATION~~, a Texas corporation ("Alameda"), 500 North Water Street, Suite 501N, Corpus Christi, Texas 78471-0002, an undivided ~~86.32596%~~ interest in the real property in Uintah County, State of Utah which is described on Exhibit A to this Warranty Deed (the "Uintah County Land") and in the Appurtenant Rights and Privileges (as defined below), the Ranch and Range Improvements (as defined below), and the Water Rights (as defined below), as a tenant in common with Wyatt, and to O. S. WYATT, JR. ("Wyatt"), 9 Greenway Plaza, Suite 780, Houston, Texas 77046, an undivided 86.32596% interest in the Uintah County Land, the Appurtenant Rights and Privileges, Ranch and Range Improvements, and Water Rights, as a tenant in common with Alameda;

RESERVING, HOWEVER, to Grantor all oil, gas, and other minerals in the Uintah County Land, to the extent owned by Grantor, SUBJECT TO THE LIMITATIONS ON USE OF MINERAL ESTATE set forth below in this Deed and EXCEPTING from the conveyances made by this Deed all other mineral rights previously reserved by predecessors in title.


THE CONVEYANCE MADE BY THIS DEED IS SUBJECT TO (1) any and all existing rights of oil and gas and mineral lessees under existing oil and gas and mineral leases and any and all existing rights of third parties under prior mineral grants and reservations ("collectively, the "Existing Mineral Rights"); and (2) all covenants, conditions, limitations, exceptions, reservations, easements, rights-of-way and other servitudes of record or that are apparent from a visual inspection of the Uintah County Land; BUT THE CONVEYANCE IS OTHERWISE FREE AND CLEAR of any and all liens or encumbrances of any nature or description whatsoever, other than the lien of current real property taxes and assessments not yet due and payable and any amounts due under the farmland assessment roll-back provisions of the Utah Farmland Assessment Act.

All Ranch and Range Improvements are conveyed on an as-is where-is basis.

As used in this Deed, the following terms are defined as follows:

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BOOK 581 PAGE 648

(2) "Ranch and Range Improvements" means and includes any and all ranch buildings, houses, barns, sheds, corrals, fences, holding pens, roads and other rights-of-way, gates, watering troughs, ponds, reservoirs, water guzzlers, cisterns, water tanks, ditches, holding pens, and other ranch and range improvements located on or relating to the Uintah County Land and owned by Grantor; and

(3) "Water Rights" means any and all of Grantor's interest in any and all certificated and uncertificated water rights and ditch rights, water rights applications, rights in wells, creeks, rivers, and springs, water stock, and any and all other water rights associated with or appurtenant to the Uintah County Land, including, without limitation, the water rights described on Exhibit B to this Warranty Deed. 

With respect to water rights claimed by Grantor under applications for appropriation of water, this Warranty Deed constitutes an instrument in writing, as required by § 73-3-18, Utah Code Annotated, transferring such rights.

Limitations on Use of Mineral Estate. Grantor acknowledges and understands that the surface estate in the Uintah County Lands historically has been, and in the future is intended to be, used for ranching purposes. Alameda and Wyatt (collectively, jointly and severally, "Grantee") understand and acknowledge the nature of Grantor's rights, and the rights of Grantor's agents, lessees, or assigns, to explore for, develop, and remove oil, gas, and other minerals which Grantor may own, together with the right of entry into and upon the Uintah County Land for the exploration, development, and removal of the same. Grantor agrees that Grantor's rights to occupy the surface estate in the lands in which it may own all or a portion of the mineral estate is limited to such occupation and use and the conduct of mineral exploration and extraction operations in a manner that is reasonable and practical under the circumstances with a view toward allowing the Grantee the greatest possible use of the surface estate consistent with such operations. In addition and without limiting the provisions of the preceding sentence, Grantor agrees that Grantor's rights to use and occupy the surface estate in the lands in which it may own all or a portion of the mineral estate for the conduct of mineral exploration and extraction operations (each and every such discreet operation being referred to as a "Mineral Operation") are subject to the following additional covenants and conditions, except to the extent modified by a surface use agreement entered into with respect to such Mineral Operations subsequent to the date of recording of this Deed:

A. Prior Notice. Prior to commencing any Mineral Operation on any portion of the Uintah County Land, Grantor shall give Grantee at least 30 days prior written notice, setting forth in reasonable detail the nature and extent of the proposed Mineral Operation and the proposed use of the surface estate in connection with the Mineral Operation. In addition, Grantor shall give Grantee written notice upon the cessation or abandonment of any Mineral Operation on the Uintah County Land immediately upon such cessation or abandonment.

B. Maintenance and Repair of Roads. In connection with a Mineral Operation, Grantor may use the existing private roads on the Uintah County Land and may improve such roads, at Grantor's expense, and, in connection with such use, will install and maintain such fences, gates, cattle guards and other livestock guards as Grantee may reasonably request. During all times when Grantor is conducting any Mineral Operation, Grantor will maintain all such private roads used in connection with such Mineral Operation in at least the same condition as at present and will leave such roads in at least their present condition upon termination of such

Form 96R

TITLE ABSTRACT SHEET FOR WATER RIGHT NO.

49-370

Page No. 154859
211682

Total Amount in Right (Ac.-Fr., Uses, &/or CFS):

NOTICE:

No agency of the State of Utah warrants or guarantees title to certain water rights. The State Engineer's Office serves on as an office of public record. The water right information provided here reflects that which has been filed with the State Engineer's Office by the public. If an opinion of title assurance is desired, an attorney or other qualified profession should be retained.

Assignment _____ Warranty Deed X Quitclaim Deed _____ Sheriff's Deed _____
 Decree (Court Name and Case No.): Distribution (Probate) _____
 Divorce _____ Bankruptcy _____
 Quiet Title _____ Adjudication _____
 Death Certification (If Joint Tenant) _____ Other: _____
 Date Signed 09/26/1994 Date Recorded 09/27/1994 Recorder's # 94005990
 Date Rec'd _____ Title Work Processed By _____
 File Changed 10/26/1994 Database Changed 10/24/1994 By Z. Sallier
 Grantor S. & H. Ranches Incorporated
 Grantee(s) Alameda Corporation - 13.674490 Amount Retained 0
500 North Water Street Suite 501N O.S. Wyatt, Jr. Amount Received 86.3259690
 Address Corpus Christi, Texas 78401-0012 9 Greenway Plaza
 Mailing Address (If Different) Suite 780
 Remarks Houston, Texas 77046

Assignment _____ Warranty Deed _____ Quitclaim Deed _____ Sheriff's Deed _____
 Decree (Court Name and Case No.): Distribution (Probate) _____
 Divorce _____ Bankruptcy _____
 Quiet Title _____ Adjudication _____
 Death Certification (If Joint Tenant) _____ Other: _____
 Date Signed _____ Date Recorded _____ Recorder's # _____
 Date Rec'd _____ Title Work Processed By _____
 File Changed _____ Database Changed _____ By _____
 Grantor _____ Amount Retained _____
 Grantee(s) _____ Amount Received _____
 Address _____
 Mailing Address (If Different) _____
 Remarks _____

Assignment _____ Warranty Deed _____ Quitclaim Deed _____ Sheriff's Deed _____
 Decree (Court Name and Case No.): Distribution (Probate) _____
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 Quiet Title _____ Adjudication _____
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 File Changed _____ Database Changed _____ By _____
 Grantor _____ Amount Retained _____
 Grantee(s) _____ Amount Received _____
 Address _____
 Mailing Address (If Different) _____
 Remarks _____

ENTRY 94005990
BOOK 581 PAGE 649

Mineral Operation. Grantor may only construct new roads on the Uintah County Land at locations selected by Grantor and approved by Grantee, such approval not to be unreasonably withheld. All vegetation, rocks, and other material cut, uprooted or otherwise accumulated during construction and maintenance of roads and in connection with any other activities associated with such Mineral Operation shall be buried or otherwise disposed of in compliance with all applicable law.

C. Damage to Ranch and Range Improvements or Crops: Payments to Grantee. To the extent that, in connection with any Mineral Operation, any Ranch and Ranch Improvements on the Uintah County Land or any similar ranch and range improvements on other fee or government lands used as part of the Bookcliff Ranch on the date of recordation of this Deed (the "Other Realty"), growing crops (including natural pasture lands and forage) on the on the Uintah County Land or the Other Realty, any other asset of Grantee or any other portion of the surface estate in the Uintah County Land is damaged, destroyed, or otherwise rendered unusable for its intended purpose, then within 30 days of such damage or destruction or such rendering unusable (weather permitting), Grantor shall either repair or replace such asset to at least its condition prior to commencement of Mineral Operation or Grantor shall pay Grantee for the reasonable fair market value of such asset damaged, destroyed or rendered unusable.

D. Conduct of Mineral Operations. Each Mineral Operation and all activities required by this Deed to be undertaken by Grantor shall be undertaken and done in compliance with all applicable governmental laws, rules, and regulations, including, without limitation, all federal, state or local laws, statutes, ordinances, and regulations pertaining to the environment or environmental conditions. In addition, each Mineral Operation will be conducted by Grantor in such a manner as to cause as little interference as possible with the farming, ranching and other activities conducted on the Uintah County Land and the Other Realty by Grantee. Grantor shall take all reasonable precautions to prevent salt water leaks, to prevent fires, to prevent the escape of Grantee's livestock, to prevent pollution of soil and fresh water sources and to control excessive soil erosion. In the event of pollution of fresh water sources on the Uintah County Land or the Other Realty caused by the Mineral Operations, Grantor agrees to immediately cease the operations that are the source of said pollution problem until the problem is resolved and to take all necessary steps to remediate the problem. All drilling fluids and mud used in drilling will be either removed from the Uintah County Land or may be disposed of on the Uintah County Land, with the prior written consent of Grantee, subject to and in accordance with all applicable governmental regulations.

E. Obligations on Cessation or Abandonment of Mineral Operations. Upon the cessation or abandonment of a particular Mineral Operation on the Uintah County Land, Grantor shall:

(1) Remove from the Uintah County Land all materials used in the Mineral Operations and all improvements constructed by Grantor in connection with the Mineral Operations, unless, within 20 days of receipt by Grantee of notice of cessation or abandonment of Mineral Operations, Grantee elects to have Grantor leave certain designated improvements (other than equipment and tank batteries) on the Uintah County Land, in which case such improvements shall not be removed but shall become the property of Grantee. If Grantor intends to abandon an oil or gas well, Grantor shall

ENTRY 94005990
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WITNESS the hand of said Grantor as of the 26th day of September, 1994.

S & H RANCHES, INC.,
a Utah corporation

By [Signature]
Gary H. Sprouse, President

ATTEST:

S & H RANCHES, INC.,
a Utah corporation

By [Signature]
Eileen Anderson, Secretary

Accepted and Agreed To:

ALAMEDA CORPORATION


By [Signature]
M. T. Arnold, President

[Signature]
O. S. WYATT, JR.

By [Signature]
His Attorney-in-Fact

ENTRY 94005990
Book 581 PAGE 459**S&H RANCHES**
Additional Water Right Filings

<u>File No.</u>	<u>App. No.</u>	<u>Date</u>	<u>c.f.s.</u>	<u>Acres</u>
49-370	A54859	1986/07/10	0.330	6
S&H Ranches Incorporated Underground Water Well				
45-3331	a11813	1984/06/30	5.000	280.00
S&H Ranches Incorporated Green River				
49-193	A24628	1955/12/24	0.025	SW
S&H Ranches Incorporated Unnamed Spring				
49-195	A24745	1955/12/24	0.020	SW
S&H Ranches Incorporated Unnamed Spring				
49-196	A24746	1955/12/24	0.021	SW
S&H Ranches Incorporated P R Spring				
49-53	A5195	1913/05/06	0.0016	SW
S&H Ranches Incorporated Sweet Water Seep				



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notify Grantee of Grantor's intent to abandon, in which case Grantee may elect, within 20 days of receipt of such notice, to convert the well to a water well. If Grantee elects to convert the well to a water well, Grantor shall nevertheless properly abandon and plug the well for oil and gas purposes in accordance with applicable governmental laws, rules, and regulations and sound industry standards up to the bottom of the water aquifer, and Grantee shall be responsible for the remaining costs of conversion.

(2) Remove all debris, level, compact and fill all pits, ruts, holes and depressions, backfilling all lands used for agricultural or livestock pasture purposes with natural top soil, including reseeding any grass lands with the seed choice designated by Grantor, and otherwise do all things necessary to restore the surface of the Uintah County Land to the original contours at the time of entry on the Uintah County Land for the Mineral Operations, including the natural drainage, to not less than the condition as when entry was made, natural wear and tear and damages by the elements excepted. All such restoration obligations shall be conducted in keeping with good soil and resource conservation and protection measures, including weed control.

F. Costs. All Mineral Operations on the Uintah County Land and all activities required by this Deed to be undertaken by Grantor shall be undertaken and done by Grantor at Grantor's sole cost and expense. If Grantor fails to perform any obligation required under this Deed and such failure continues for 120 days following written notice from Grantee (unless such failure is due to adverse weather conditions, in which case the 120 day period will be deemed to have been extended by the period of such adverse weather conditions), then, in addition to whatever other remedies are available to Grantee at law or in equity, Grantee may, but is not obligated to, perform any such obligations and incur costs in connection therewith, and all costs so incurred shall immediately be repaid by Grantor to Grantee upon demand, together with interest on such costs from the date incurred until paid by Grantor at the rate of twelve percent (12%) per annum. Amounts payable to Grantor by Grantee pursuant to this Deed and not paid when due shall bear interest from the due date until paid by Grantor at the rate of twelve percent (12%) per annum.

G. Binding Effect. The reservations, limitations, acknowledgements, covenants, and conditions set forth in this Deed shall survive recordation of this Deed, shall run with the land, and shall inure to the benefit of and be binding upon Grantor and Grantee and their heirs, personal representatives, administrators, successors, and assigns (including mineral lessees).

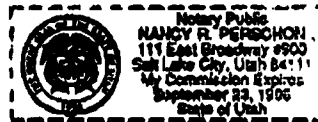
H. Existing Mineral Rights. To the extent that holders of Existing Mineral Rights have preexisting rights that are inconsistent with the provisions and limitations of this Deed, such preexisting rights shall prevail; however, Grantor, to the extent Grantor has the discretionary right to do so, will not grant any further rights to the holders of Existing Mineral Rights or renew any existing rights that are not in compliance with the provisions and limitations of this Deed.

ENTRY 94005990
Book 581 Page 452STATE OF UTAH)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 26th day of Sept., 1994,
by Gary F. Sprouse, the President of S & H Ranches, Inc., a Utah corporation, on behalf of the
corporation.

My Commission Expires:
9-23-96

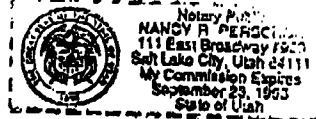
Nancy R. Perschon
NOTARY PUBLIC
Residing at Salt Lake

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 26th day of Sept., 1994,
by Eileen Anderson, the Secretary of S & H Ranches, Inc., a Utah corporation, on behalf of the
corporation.

My Commission Expires:
9-23-96

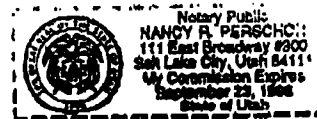
Nancy R. Perschon
NOTARY PUBLIC
Residing at Salt Lake

STATE OF Utah)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 26th day of Sept., 1994,
by M.T. Arnold, the President of Alameda Corporation, a Texas corporation, on behalf of the
corporation.

My Commission Expires:
9-23-96

Nancy R. Perschon
NOTARY PUBLIC
Residing at Salt Lake



ENTRY 94003990
BOOK 581 PAGE 653

STATE OF Utah)
COUNTY OF Salt Lake : ss.

The foregoing instrument was acknowledged before me this 26th day of Sept., 1994,
by O. S. Wyatt, Jr., by Dudley W. Hardy, his attorney-in-fact.

My Commission Expires:
9-23-96

Nancy R. Perschon
NOTARY PUBLIC
Residing at SLC Utah

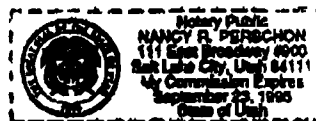


EXHIBIT B

FRI, SEP 23, 1994, 9:17 AM

ENTRY 94005990
BOOK 581 PAGE 658S & H RANCHES
WRNUM APPL-CLAIM# PRIORITY-DATE

NAME	SOURCE-OF-SUPPLY	CFS	IRR-ACRES-TOTAL
49 13 A32792	1961/03/03		
S & H Ranches Incorporated			
Underground Water Well		0.10000	1.00
49 14 A32791	1961/03/03		
S & H Ranches Incorporated			
Underground Water Well		0.10000	0.00
49 15 A33071	1961/05/12		
S & H Ranches Incorporated			
Willow Creek		2.00000	21.60
49 17 A32793	1961/03/03		
S & H Ranches Incorporated			
Underground Water Well		0.10000	0.00
49 19 A3747b	1911/01/30		
S & H Ranches Incorporated			
Willow Creek		0.87000	60.94
49 20 A3747b1	1911/01/30		
S & H Ranches Incorporated			
Willow Creek		0.39100	27.40
49 35 A4808	1912/08/12		
S & H Ranches Incorporated			
Willow Creek		0.78000	54.50
49 95 A6565	1915/12/31		
S & H Ranches Incorporated			
Willow Creek		0.46000	32.10
49 98 A6678	1927/06/27		
S & H Ranches Incorporated			
Sweet Water Creek		0.85000	60.00
49 117 A8411	1930/04/24		
S & H Ranches Incorporated			
Sweet Water Creek		0.57500	39.10
49 119 A8760	1921/03/11		
S & H Ranches Incorporated			
Willow Creek and Hill Creek		1.01000	56.81
49 131 A9120	1922/08/07		
S & H Ranches Incorporated			
Willow Creek & 2 Unnamed Springs		0.62000	43.00
49 194 A24688	1953/03/11		
S & H Ranches Incorporated			
Sweet Water Creek		2.00000	14.31
49 208 A27345	1955/08/19		
S & H Ranches Incorporated			
Willow Creek		5.00000	33.00
		14.85600*	443.76*